

SETTLEMENT AGREEMENT

The United States of America and TSD s.r.l., Unipersonale ("TSD"), hereby agree to the following:

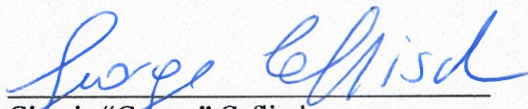
1. Whereas on or about September 28, 2017, U.S. Customs and Border Protection agents, and U.S. Customs agents, detained five reels of coiled tubing ("the Coiled Tubing") manufactured by Global Tubing, LLC. The Coiled Tubing was being shipped by Global Tubing, LLC to Solaripe General Trading in Dubai, U.A.E. ("Solaripe"), for delivery to Petroleum Development Oman in the Sultanate of Oman ("PDO").
2. Whereas on or about April 5, 2018, U.S. Customs and Border Protection agents and U.S. Customs agents detained a shipment of Ruston type turbine engine equipment ("the Equipment") manufactured by Patented Systems, Inc. The Equipment was being shipped by PSI to Solaripe in Dubai, U.A.E., for delivery to PDO.
3. Whereas Ali Shahvandi, President, TSD, admits and agrees that Federal agents had probable cause to detain the five reels of tubing detained on September 28, 2017, and Ruston turbine engine equipment detained on April 5, 2018, in contravention of the Foreign Trade Regulations, the Export Administrations Regulation, and Penalties for Unlawful Export Information Filing, pursuant to 15 CFR § 30, 15 CRF § 764.2 and 13 U.S.C. § 305.
4. Whereas TSD did not receive notice of the detention of the Coiled Tubing or the Equipment under 19 CFR 162.
5. Whereas the United States will release and return the following items of property to TSD, or its agents, as follows: the Coiled Tubing manufactured by Global Tubing, LLC, currently stored at the Port of Houston, City Docks, Area 32; and, the Equipment manufactured by Patented Systems, Inc., currently stored at the UPS facility at 19575 Lee Road, Humble, Texas.
6. Therefore, TSD may sell or dispose of Coiled Tubing and the Equipment to third parties, in strict accordance with U.S. laws and regulations.
7. TSD releases, discharges, and holds harmless all federal, state and local law enforcement agencies and all the officers, agents and employees of those agencies from any and all claims, demands, damages, causes of action, or suits of whatever kind or nature that might now or hereafter exist in connection with the sale, shipment, detention and /or release of any portion of the seized shipments of Coiled Tubing and Equipment.

8. The United States releases, discharges and holds harmless TSD from any and all claims, demands, damages, causes of action, or suits of whatever kind or nature that might now or hereafter exist in connection with the sale, shipment, detention and /or release of any portion of the seized shipments of Coiled Tubing and Equipment.

9. The United States understands and agrees that this settlement is a compromise of disputed claim, and that this Settlement Agreement is not to be construed as an admission of a violation by TSD or any of its employees of the Foreign Trade Regulations, the Export Administrations Regulation, and Penalties for Unlawful Export Information Filing, pursuant to 15 CFR § 30, 15 CRF § 764.2 and 13 U.S.C. § 305.

10. The United States and TSD agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

11. The parties will each bear their own attorney's fees, costs and expenses.



Giorgio "George" Caflich
Attorney for TSD s.r.l.

Date: 6/5/19

Ryan K. Patrick
United States Attorney
Southern District of Texas

By: _____
Abe Martinez
Assistant United States Attorney

T.S.D. S.R.L. UNIPERSONALE
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Ali Shahvandi
President, TSD s.r.l.

Date: 18.04.2019